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EXAMINER
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MEINECKE DIAZ, SUSANNA M

ART UNIT	PAPER NUMBER
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3623

DATE MAILED: 09/03/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/151,666

Applicant(s)

SEAL ET AL.

Examiner

Susanna M. Diaz

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 07 August 2003.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 5-42 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 5-42 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☒ The proposed drawing correction filed on 07 August 2003 is: a) ☒ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- |   |   |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                              | 4) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s). . .    |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)          | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____. | 6) <input type="checkbox"/> Other: _____.                                   |

### **DETAILED ACTION**

1. This Final Office action is responsive to Applicant's amendment filed August 7, 2003.

Claims 5, 22, 38-40, and 42 have been amended.

Claims 5-42 are pending.

2. The previously pending objections to the drawings are withdrawn in response to Applicant's amendment of the specification and submission of proposed drawing corrections, which have been approved.

The previously pending objection to the abstract has been withdrawn in response to Applicant's amendment of the abstract.

The previously pending objections to the specification regarding the use of acronyms and trademarks are withdrawn in response to Applicant's amendment of the specification. The Examiner has agreed to hold the objection to the specification regarding the incorporation of an improper appendix in abeyance until Allowance of the instant application.

### ***Response to Arguments***

3. Applicant's arguments filed August 7, 2003 have been fully considered but they are not persuasive.

As per claims 5-38, Applicant's arguments are directed toward the claims as amended (see pages 15-18 of Applicant's response) and are therefore moot in light of the new grounds of rejection presented below.

As per claim 39, Applicant argues:

*Brown* apparently appears to teach or disclose "systems, method, and computer program products synchronize product fabrication schedules with supplier schedules" (Abstract of *Brown*). In addition, *Brown's* bid request, as mentioned in the Office Action, appears to be sent from the supplier and received by the fabricator that determines whether to assign the bid request. "The integrated work activity calendar subsystem 64 facilitates receiving bid requests for the supply of labor and/or materials for network members and is designed to automatically accept or reject bid request, depending on the nature of the bid request and also depending on the availability of time in the network member's schedule" (column 8, lines 28-34). *Brown* appears to generate a bid request from a supplier and received by a fabricator that determines whether to accept the bid request. Consequently, Applicants respectfully submit that *Brown* fails to teach or disclose "providing a contract template for assembling a bid packet; transmitting the bid package to contractors to facilitate the contractors in providing an offer for a particular job," as recited in claim 39. Accordingly, Applicants respectfully submit that *Brown* fails to teach or disclose each and every element of claim 1. (Page 19 of Applicant's response)

Applicant's contention is not clear. Applicant admits that *Brown* teaches the generation of a bid request and a decision to either accept or deny the bid request. Furthermore, *Brown's* invention is titled "Systems and Methods for Facilitating the Exchange of Information Between **Separate** Business Entities" and *Brown* clearly

explains that the "the Integrated Work Activity Calendar 64 can both generate bid requests to other network members via the General Transaction Services Subsystem 32 for the purpose of establishing contracts between network members" (col. 8, lines 1-4). A contractor is anyone who enters into a contract to provide products and/or services. It is also well-known that, upon bidding for a job, a contractor is said to be providing an offer for the job. Additionally, the existing art rejection of claim 39 states that "since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template." Therefore, the Examiner asserts that Brown does indeed teach "providing a contract template for assembling a bid packet" and "transmitting the bid package to contractors to facilitate the contractors in providing an offer for a particular job," as recited in claim 39. Applicant makes similar arguments regarding claims 40 and 42 (see pages 19-21 and 23-24 of Applicant's response); therefore, Examiner provides the same response. Further, since the bids are conducted among various network members (col. 8, lines 1-5), information is exchanged between separate business entities (title), there exists a billing services subsystem (Fig. 1, #24), and an Integrated Accounting Subsystem 62, one of ordinary skill in the art would understand that the contractors are being paid for their services; therefore, a proposed price would be part of the bids.

On pages 21-23 of Applicant's response, Applicant broadly traverses various statements of Official Notice made by the Examiner. The Applicant is correct that the Examiner would have to provide references to support her use of Official Notice, but only if the Applicant makes a "seasonable challenge" regarding this use of Official Notice (MPEP §2144.03). Furthermore, a "challenge to judicial notice by Board must contain adequate information or argument so that on its face it creates reasonable doubt regarding circumstances justifying judicial notice" (*In re Boon*, 439 F.2d 724, 169 USPQ 231 (CCPA 1971)).

The Applicant's challenge to the Examiner's use of Official Notice has not sufficiently created the reasonable doubt necessary to switch the burden back to the Examiner in regards to producing references to support the Official Notice.

*Applicant's arguments are deemed to be non-persuasive. Art rejections, addressing the claims as currently amended, are found below.*

### ***Specification***

4. The disclosure is objected to because of the following informalities:

The Applicant makes reference to an appendix in the following lines of the specification:

Page 13, lines 10-11, 18-19

Page 16, lines 2-3

Page 17, lines 5-6, 16-17

Page 20, lines 3-4

Page 24, lines 8-9

Page 25, lines 10-11

Page 26, lines 3-4

Page 27, lines 13-14

Page 28, lines 3-4

Applicant is reminded that appendices are limited to computer program listings; therefore, the present appendix is improper. Applicant has the option of incorporating the subject matter disclosed in the currently labeled "Appendix" into the specification and/or drawings (and correcting any present references to an appendix accordingly). Otherwise, this subject matter must be deleted since it does not qualify as a proper appendix. If the first option is chosen, Applicant is respectfully reminded to adhere to the requirements of a proper specification and drawings, including those set forth in 37 C.F.R. §§ 1.52, 1.58, and 1.84.

Appropriate correction is required.

### ***Claim Rejections - 35 USC § 102***

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States

only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

6. Claims 39 and 40 are rejected under 35 U.S.C. 102(e) as being anticipated by Brown et al. (U.S. Patent No. 5,923,552).

As per claims 39 and 40, Brown's Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template. Also, Brown's invention is titled "Systems and Methods for Facilitating the Exchange of Information Between **Separate** Business Entities" and Brown clearly explains that the "the Integrated Work Activity Calendar 64 can both generate bid requests to other network members via the General Transaction Services Subsystem 32 for the purpose of establishing contracts between network members" (col. 8, lines 1-4). A contractor is anyone who enters into a contract to provide products and/or services. It is also well-known that, upon bidding for a job, a contractor is said to be providing an offer for the job. Therefore, the Examiner asserts that Brown does indeed teach "providing a

contract template for assembling a bid packet" and "transmitting the bid package to contractors to facilitate the contractors in providing an offer for a particular job." Further, since the bids are conducted among various network members (col. 8, lines 1-5), information is exchanged between separate business entities (title), there exists a billing services subsystem (Fig. 1, #24), and an Integrated Accounting Subsystem 62, one of ordinary skill in the art would understand that the contractors are being paid for their services; therefore, a proposed price would be part of the bids.

***Claim Rejections - 35 USC § 103***

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 5-38 are rejected under 35 U.S.C. 103(a) as being unpatentable over Inglesby ("MES: Who, When, and Why") in view of Brown et al. (U.S. Patent No. 5,923,552).

Inglesby discloses a system for use in managing a job, comprising:

[Claim 5] a job entry application for defining at least one task within the job (¶ 6);  
a scheduling application for assigning personnel to the at least one task (¶ 6);  
a materials management application for assigning personnel to the at least one task (¶ 6);

an interface for receiving updates on the status of the at least one task (¶¶ 6, 17, 28);

[Claim 6] further including a pricing application for assigning a cost to the at least one task (¶¶ 12, 17, 25, 28);

[Claim 10] wherein the job entry application is for configuring the at least one task into activities and for chronologically scheduling the activities based on desired completion dates of the activities (¶¶ 6, 11, 13 -- It is understood that the purpose of scheduling systems, such as those utilized in ERP systems, MRP systems, MES, or a combination thereof, is to properly schedule tasks such that task deadlines are met);

[Claim 11] wherein the pricing application is for assigning labor and material costs to the at least one task (¶¶ 12, 17, 25, 28);

[Claim 12] wherein the scheduling application is for assigning personnel to the at least one task based on worker profiles indicating the availability of the personnel (¶ 6 -- The "right workers" are chosen to participate in each stage of manufacture at the scheduled time);

[Claim 13] wherein the materials management application is for tracking materials within inventory (¶¶ 4-6, 13, 28, 39 -- This functionality is integral to MRP systems);

[Claim 14] wherein the materials management application is for assigning materials in inventory to the at least one task (¶¶ 4-6, 13, 28, 39 -- This functionality is integral to MRP systems);

[Claim 15] wherein the materials management application is for determining which materials are not within inventory and generating orders for the needed materials (¶¶ 4-6, 13, 28, 39 -- This functionality is integral to MRP systems).

Regarding claims 5 and 7-9, Inglesby does not explicitly disclose a bid and award application; however, Brown teaches a system and method for coordinating manufacturers' schedules with suppliers' schedules (abstract). Brown's Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template. Also, by transmitting a bid request to a contractor, the transmitter of the bid request has decided that the related task should be performed by a contractor. Brown states that the advantages of his invention include a synchronization of schedules that improves efficiencies across industries and an enhancement of the "flow of information among businesses without disrupting the autonomy of each business."

(Col. 2, line 65 through col. 3, line 1). Inglesby's disclosed system addresses the improvement of efficiencies throughout a supply chain, which typically involves the synchronization of schedules and communication across various participants in the supply chain. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Inglesby's disclosed system a job entry application for determining whether the task should be accomplished by a contractor (as per claim 5), a bid and award application for generating bid packages for the job and for receiving completed bids, the bid and award application for being used in the awarding of the job to a desired bidder (as per claim 7), a regional contracts application for providing a contract template for use by the bid and award application (as per claim 8), wherein the bid and award application is for generating the bid packages by adding contract work items and contractor information to the contract template (as per claim 9) in order to reap the benefits of Brown's invention, including a synchronization of schedules that improves efficiencies across Inglesby's supply chain participants and an enhancement of the flow of information among these participants without disrupting the autonomy of each participant.

[Claims 16-18, 32-34] Furthermore, Inglesby does not expressly teach a billing and report application; however, Brown discloses the tracking of completion of work stages or tasks, presumably by network members whose bids were accepted and for which contracts were granted (col. 8, lines 1-14). This information is integrated with the Integrated Accounting Subsystem, which automatically updates pertinent financial data,

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thereby eliminating the need for duplicate invoice entry, i.e., entry of the data by hand (col. 8, lines 15-24). By accepting bid requests, a contract is made and this contract reflects the contractor's acceptance of the associated work order (col. 8, lines 1-41). Additionally, Official Notice is taken that it is old and well-known in the art to withhold payment to a contractor until the contracted services are fulfilled. This helps to ensure that the entity paying for the requested services will indeed receive the promised services. Since the Integrated Accounting Subsystem gathers project management data, which includes data regarding completion of a work state or task, and also automates invoice entry, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to program Brown's billing and reporting application to send payment to contractors only after work orders have been reported and completed in order to help ensure that the entity paying for the requested services will indeed receive the promised services. Finally, both Brown and Inglesby address the improvement of efficiencies throughout a supply chain, which typically involves the synchronization of schedules and communication across various participants in the supply chain. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Inglesby's disclosed system a billing and reporting application for receiving input from contractors as to completed tasks (as per claims 16 and 32), wherein the billing and reporting application includes a work order to be provided to contractors so that the contractors can acknowledge acceptance of the work order (as per claims 17 and 33), and wherein the billing and reporting application is for ensuring

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that only the work orders that were reported and completed are sent for payment (as per claims 18 and 34) in order to reap the benefits of Brown's invention, including a synchronization of schedules that improves efficiencies across Inglesby's supply chain participants and an enhancement of the flow of information among these participants without disrupting the autonomy of each participant. Also, such an arrangement helps to ensure that the entity paying for the requested services will indeed receive the promised services.

[Claims 19, 35]      Inglesby does not explicitly disclose an inspection application for random sampling of the completed at least one task; however, the Examiner takes Official Notice that quality control is very old and well-known in the art of supply chain management. Random sampling is a commonly used quality control which assists an organization in estimating how many defective items are being produced and at what cost to the organization. By understanding the organization's level of quality, the organization is better able to reduce errors in manufacturing, thereby increasing customer satisfaction and reducing costs typically associated with the production of defective items. Inglesby is directed toward the monitoring of a manufacturing environment in order to make the overall supply chain associated with the manufacturing environment more efficient; therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with the overall monitoring system disclosed by Inglesby an inspection application for random sampling of the completed at least one task in order to assist

organizations in better reducing errors in manufacturing, thereby increasing customer satisfaction and reducing costs typically associated with the production of defective items.

[Claims 20, 36] Inglesby discloses a system for tracking labor costs and the completion of tasks (¶¶ 6, 12, 17, 25, 28), yet Inglesby does not expressly teach a workstation application for providing an interface through which employees can enter their time worked and completed tasks. However, Official Notice is taken that it is old and well-known in the art for a company/organization to provide an interface to its employees to enter their time worked and completed tasks. This information is crucial to payroll purposes and for assessing the overall financial state of the company/organization. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to integrate with Inglesby's overall monitoring system a workstation application for providing an interface through which employees can enter their time worked and completed tasks in order to assist a company/organization in efficiently gathering labor data for payroll purposes (e.g., to prepare paychecks for its employees) and for assessing the overall financial state of the company/organization, thereby facilitating identification of any economic inefficiencies within the supply chain.

[Claims 21, 37] Inglesby's disclosed system allows one to access information regarding the real-time status of various stages of the supply chain, such as the status of a work order (¶ 11); however, Inglesby does not expressly disclose a management reports application for providing management reports and printouts. Official Notice is

taken that it is old and well-known in the art to provide status reports via printouts. This enables one to create a permanent and conveniently accessible record on which one may make pertinent notes by hand. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to integrate with Inglesby's disclosed system a management reports application for providing management reports and printouts in order to provide management with a permanent and conveniently accessible record on which one may make pertinent notes by hand.

[Claims 22-31] Claims 22-31 recite limitations already addressed by the rejection of claims 5-15 above; therefore, the same rejection applies.

[Claim 38] Claim 38 recites limitations already addressed by the rejection of claims 5-15 above; therefore, the same rejection applies.

9. Claims 41 and 42 are rejected under 35 U.S.C. 103(a) as being unpatentable over Brown et al. (U.S. Patent No. 5,923,552), as applied to claim 40 above.

As per claims 41 and 42, Brown's Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and

contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template.

Regarding claim 41, Brown states that bid requests are either accepted or rejected, but he does not expressly teach the notification of contractors that were not awarded the contract. Official Notice is taken that it is old and well-known in the art of bidding to notify contractors that were not awarded the contract. This is a common courtesy that allows the contractors to freely bid on other contracts that may have been scheduled for the same or overlapping time period of the rejected contract. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Brown the step of notifying contractors that were not awarded the contract as a courtesy to allow the contractors to freely bid on other contracts that may have been scheduled for the same or overlapping time period of the rejected contract.

Regarding claim 42, Brown does not expressly teach the use of a data processor for communicating with contractors including copying, encrypting, sending, and printing the bid package. However, Official Notice is taken that it is old and well-known in the art of bidding to copy, send, and print bid packages. This provides contractors with the necessary information to thoroughly assess the conditions of the bid. Furthermore, Official Notice is taken that it is old and well-known in the art to encrypt data in order to

protect the confidentiality of the data. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Brown the use of a data processor for communicating with contractors including copying, encrypting, sending, and printing the bid package in order to provide contractors with the necessary information to thoroughly assess the conditions of the bid while protecting the confidentiality of the data.

### ***Conclusion***

10. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

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11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Susanna M. Diaz whose telephone number is (703) 305-1337. The examiner can normally be reached on Monday-Friday, 9 am - 5 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on (703) 305-9643.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Receptionist whose telephone number is (703)308-1113.

Any response to this action should be mailed to:


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P.O. Box 1450  
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or faxed to:

**(703)305-7687** [Official communications; including  
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**(703)746-7048** [Informal/Draft communications, labeled  
"PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 22202, 7<sup>th</sup> floor receptionist.

  
Susanna M. Diaz  
Primary Examiner  
Art Unit 3623  
August 29, 2003